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The Solicitors' Journal.

LONDON, OCTOBER 15, 1870.

COUNT BERNSTORFF has written to Earl Granville again about the export of rifles, &c., by British manufacturers to French buyers. It is very significant that in a communication which, in small print, occupies three columns of the *Times*, Count Bernstorff adduces nothing whatever upon the question on which the matter turns—viz., what is the international law as to the trade of the subjects of neutral powers. He says:—

"The present controversy simply centres in the question whether the refusal of her Majesty's Government to prohibit the export of arms is not at variance with the still unaltered general rules of international law regarding the duties of neutrals towards belligerents, and with the laws of this country not yet repealed by the Legislature for the better fulfilment of these duties. That such is the case I believe I have proved by the existing facts and the laws themselves."

The question is—By the rules of international law is or is not a neutral power required to lay her hand on the commerce of her own subjects so as to prevent their trafficking in arms or other contraband? If the answer be in the negative the matter is at an end. Now, Count Bernstorff has expended a considerable amount of writing on an argument that, under the Customs Consolidation Act (16 & 17 Vict. c. 107), her Majesty's Government have the power to stop this export of rifles; but has uniformly shirked the point of international law by affecting to assume it on his own side. The reason is obvious: the rule of international law, as well established as any international rule can be, is that the neutral is not required or expected to interfere with the trade of her subjects; but if they engage in a contraband trade and are damnified, she is not to expect redress for them. Kent, Wheaton, and all the accepted modern authorities are unanimous on the point; we will, therefore, only cite the following:—

"It was contended on the part of the French nation in 1796, that neutral Governments were bound to restrain their subjects from selling or exporting articles contraband of war to the belligerent Powers. But it was successfully shown on the part of the United States, that neutrals may lawfully sell at home to a belligerent purchaser, or carry themselves to the belligerent Powers, contraband articles subject to the right of seizure *in transitu*. This right has since been explicitly declared by the judicial authorities of this country. The right of the neutral to transport, and of the hostile powers to seize, are conflicting rights, and neither party can charge the other with a criminal act."—Kent's Comm. 142.

This principle was affirmed by the United States Supreme Court in the celebrated judgment reported in the 7th volume of Wheaton's Reports, which has been received on all sides as a just exposition of the point, if any were needed. The material passage is as follows:—

"There is nothing in our law, or in the law of nations, that prohibits our citizens from sending armed vessels, as well as munitions of war to foreign ports for sale. It is a commercial venture which no nation is bound to prohibit, and which only exposes the persons engaged in it to the penalty of confiscation."

There can hardly be anything more explicit than the foregoing. These same passages were adopted with emphatic approval, as correctly laying down the principles of international law, by Lord Westbury, when Lord Chancellor, in 1865, in the well-known blockade-running case of *Ex parte Chavasse, Re Grazebrook* (6 N. R. 6). There is, therefore, not the shadow of a case for requiring England to restrain the trade in arms which her subjects, *inter alios*, are now carrying on with French subjects.

There is one exception which the international law recognises to this non-interference—viz., that of a trade in armed vessels; and that exception has been made, we suppose, because an armed and equipped vessel is not distinguishable practically from an "armament."

We have been at the pains to point out the foregoing at some length, because the true posture of the matter seems to have been the subject of some misapprehension. As the rules of international law do not require the neutral to interfere with her subjects' trade, it is beside the matter to go into the question whether or no, under her existing municipal law, she has the power to do so. Therefore, when Count Bernstorff says that our Government might prohibit the obnoxious traffic under the Customs Consolidation Act, by proclamation or Order in Council, the statement, however true, is irrelevant. Our neutrality does not require us to take such action, and, in point of fact, as such action, if taken, would operate for Prussia and against France, it might be complained of by the latter.

But there is another distinction which we must point out—viz., this, that though a belligerent has no right to call on a neutral to do that which her neutrality does not require her to do, merely because her municipal law is such that she *might* do it without infringing that: the case is different where the neutral *has* a municipal law absolutely *forbidding* the trade. The neutral was not bound to make any such law, but having made it either belligerent may fairly require her to enforce it. In that case the neutral has actually interfered with the trade, and the belligerent may require that the interference should be exercised with uniformity. It is this that makes it so much better for a neutral to abstain from meddling with her municipal law. Prussia, during the Crimean war, had a municipal law forbidding the export, which law she allowed her subjects systematically to disregard. England complained of the infraction, but without success. In the present case the position of the parties is reversed. We are the neutral, and Prussia the belligerent; but in our case our subjects are infringing no municipal law, because we have none; and our neutrality does not require—nay, forbids, our using the power we possess of making one. Prussia then said, "I go, Sir," and went not. England now says, "It is not my duty to go, and I will not go;" and she does not go. Which is the better attitude?

We confess to having been puzzled by Count Bernstorff's statement that in the war between Prussia and Denmark, our Government did actually instruct the Commissioners of Customs to lay hands on all exports of arms, thus seeming to do what our neutrality did not require. But that matter has been cleared up by our contemporary the *Pall Mall Gazette*, who informs us that the Danish ambassador obtained this order by virtue of a special treaty concluded between England and Denmark, bearing date A.D. 1670.

But there is another statement in Count Bernstorff's communication which certainly calls for an explanation from the Foreign Office. Count Bernstorff says that on his complaining to Earl Granville of particular shipments specified by him then and there, he received assurances "that inquiries should be made at once" or requests that more precise information should be furnished. Now, considering that the reply which her Majesty's Government has to make to all requests for interference is, that

none will be made because international law requires none,—any temporising or holding out hopes of any such interference would be an error of which we cannot believe that Earl Granville would be guilty. There must surely be some mistake here; perhaps the Prussian Embassy may have confounded some suspected case of an armed vessel, which of course would be within the Foreign Enlistment Act, with the mere cases of contraband shipments. Whatever the explanation may be, one is certainly required.

One can easily understand that, with winter coming on, with Paris and Metz still untaken, and a population arming themselves to harrass the hostile armies, Count Bernstorff has received instructions from his Government to get the export stopped if he possibly can, but let the matter be twisted and turned as it may, there is no controverting the plain rule of international law laid down in the passages which we have cited.

THE LIMITED OWNERS' RESIDENCES ACT of last session, the object of which is to enable tenants for life and other "limited owners" to build or improve "residential mansions" and charge the estates with the outlay, is the measure which, when as yet it was only a bill, was known as the Mansions on Settled Estates Bill; and the provisions of this Act, adopting the procedure of the Lands Improvement Act of 1864, suggests the reflection that there is very great occasion for a consolidation of the Lands Improvement Acts in general. To explain what we mean: it is probably familiar to every law student who has studied "Williams on Real Property," that an Act of 1845 (8 & 9 Vict. c. 56), provides a procedure by which certain tenants for life and other "limited owners" enumerated in the 3rd section of that Act may obtain permission to charge the hereditaments with the costs of drainage, warping, irrigation, or embankment improvements, the principal and interest to be repaid by annual instalments not less than fifteen or more than twenty-five in number. Under this Act the application is to be made by petition to the Court of Chancery, and the judge may without hearing any counsel or solicitor order a reference to inquire into the case, and may finally on a favourable report grant a certificate in favour of a charge for such sum as the officer shall certify to be appropriate. There is no provision in this Act as to the assent or dissent of any of the parties entitled in reversion or otherwise, but the written consent of the actual occupier of the land proposed to be drained, &c., is a *sine quâ non*. Some orders in Chancery were made for the procedure under the Act, which orders since the Chancery Amendment Act, 1856, are justly described in all the text-books as practically obsolete though not abrogated. We have, therefore, an Act in force for the assistance of these tenants for life, &c., referring them to the Court of Chancery, which provides no rules for their guidance.

The Lands Improvement Act, 1864 (27 & 28 Vict. c. 114), provides for the same thing by a totally different machinery, and the charge is not as in the former Act, required to be paid off by instalments. The application is now to be made to the Inclosure Commissioners, notice is to be served on parties interested in reversion, &c., and it is on their dissent only that an application is to be made in Chancery, and then not as in the former Act by petition, but by summons in chambers.

Why there should be two such different procedures open for doing the same thing it is impossible to conceive. If the Act of 1864, was intended to provide the requisites for all such emergencies, why was not the Act of 1845 repealed? The Act of 1864 proceeds to lay out the ground occupied by the existing Act as if no such Act existed. The explanation probably is that the Act of 1845, having fallen into disuse, the draftsman who drew the bill in 1864 had never heard of it. This is a sample of the manner in which Acts are drafted.

ONE PARAGRAPH in Count Bernstorff's communication to Earl Granville is rather amusing—viz., that in which he takes credit to Germany, in support of her request, for

"Applying reciprocally, in the Danish and the Austrian wars, and without regard to reciprocity, in the present war, the principle aimed at by the majority of the whole commercial world—namely, the security of private property at sea, a principle the adoption of which proved to be unattainable at the Congress of Paris in 1856."

Now, considering that Prussia has had no navy to speak of, she can hardly claim to score much for proclaiming "security of private property at sea." France, in need of foreign coal, announced at the beginning of the war that she would not treat coal as contraband. Prussia, with her foreign trade unprotected, and no means of retaliating on her enemy's, announced "security of private property at sea," and one announcement was about as disinterested as the other.

CONSPIRACY.

It may be said without much fear of contradiction that there is no crime known to the English law which is so vague and uncertain as the crime of conspiracy. There is absolutely no definition of the offence approaching to accuracy to be found in the books, and consequently, as conspiracy is a common law and not a statutory offence (except in some few cases), it is impossible to ascertain with certainty what are the necessary ingredients to constitute this crime. The law of conspiracy at the present moment is nearly as unsettled as was the law of treason before the famous treason statute of 25 Edw. 3. The mere statement of one or two of the commonest definitions of conspiracy will amply establish the truth of what we say. In Russell on Crimes, 4th ed. vol. 3, pp. 116, 117, it is said, following the words of former authors or of judgments, that "all confederacies whatsoever wrongfully to prejudice a third person are criminal at common law." "Conspiracy is a crime which consists either in a combination or agreement by persons to do some illegal act, or a combination or agreement to effect a legal purpose by illegal means." And again, "the crime of conspiracy is complete, if two or more than two should agree to do an illegal thing that is to effect something in itself unlawful, or to effect by unlawful means something which in itself may be indifferent or even lawful." In Archbold's Criminal Law, 16th ed. p. 870, there is an attempt to describe the different classes of agreements which amount to conspiracies, but no definition of conspiracy is given. In this article we shall not attempt to give any exhaustive definition of conspiracy, but we will endeavour to show what agreements can be classified as undoubtedly criminal, and we shall also notice other agreements which have been held to be conspiracies, although not falling within any well-defined general class. By this method we shall at all events ascertain how much is clear and how much is doubtful in this branch of law.

An agreement to do or assist in doing or in causing to be done certain acts is in itself a crime, and is called a conspiracy. The essence of the crime is the agreement, and the crime is complete when the agreement is made, although nothing is done under the agreement. In order to ascertain what is the crime of conspiracy it is necessary to know what are those acts, the mere agreement to do which is punished by the criminal law. The definitions we have noticed do not answer the question, because they are all thoroughly ambigous. They speak of an agreement "wrongfully to prejudice," "to do an illegal act," &c., but these words convey no clear idea. An illegal or wrongfully prejudicial act may be a criminal act or one which merely gives a right of civil action These definitions do not show in what sense "illegal" is used. Again, as we shall presently see, there are some acts which do not form the ground of either civil or criminal proceedings, if done by an individual, and yet

an agreement by several persons to do such acts may be criminal. The wording of the definitions might be read so as to exclude these cases. We must, therefore, turn to the reported decisions and examine them for ourselves. The acts, the agreement to do which is criminal, may, if committed without any agreement, be (1) criminal; or (2) unlawful, that is, giving rise to civil proceedings only; or (3) not unlawful, that is, not giving rise to any proceedings, civil or criminal. With the first of these classes—viz., criminal acts, we have no difficulty. It may be broadly laid down that any agreement to commit a crime is itself a crime, and punishable, although no further criminal act is committed or even attempted. This proposition seems to be necessarily included in almost every definition of conspiracy. Under this head fall by far the larger number of cases in which agreements have been held criminal, as, for instance, to obstruct the course of public justice (*Rex* v. *Mawbey*, 6 T. R. 619; *Reg* v. *Hamp*, 6 Cox, 167); to injure the public health by selling unwholesome provisions (*Reg.* v. *Mackarty*, 2 Ld. Raym. 1179, and 6 East, 141); agreements to obtain money by fraudulent means, treasonable and seditious conspiracies, and conspiring to murder, wound, rob, or libel, &c., &c. Any of these acts would be criminal, and the agreement to commit them is therefore *per se* a crime. It is in the second and third class of acts that the vagueness of the law appears, and we fear that no general rule can be laid down for ascertaining what are and what are not the acts the agreement to do which is a crime. First, of agreements to commit acts which, if committed, would give a right of action to the person injured. It has never yet been clearly decided (although, as we have seen, definitions may be said to go to this length) that an agreement to commit a *tort* is necessarily a conspiracy. In *Rex* v. *Turner* (13 East, 228), Lord Ellenborough expressly decided that it was not a conspiracy to agree to commit a trespass by going upon the land of another person, such agreement being merely "to commit a civil trespass." This decision has been overruled in *Reg.* v. *Rowlands* (17 Q. B. 671), but on the ground that the defendants in *Rex* v. *Turner* agreed to go upon the prosecutor's land armed for the purpose of opposing any persons who obstructed them. *Reg.* v. *Rowlands*, therefore, by no means decides that a mere agreement to commit a trespass is a crime. These seem the only decisions on this precise point, and we must, therefore, assume on the present state of authority that an agreement to commit a *tort* is not necessarily a conspiracy.

There are, however, several heads of *torts* the agreement to commit which undoubtedly is a conspiracy. One of the cases of this sort of most frequent occurrence is an agreement to prosecute a person falsely for an alleged crime. If this is done by an individual it may give the person prosecuted a right of action for malicious prosecution, but he cannot proceed criminally against his accuser. If several agree to do this act the agreement is a crime (see 33 Ed. 1 st. 2; Coke 3 Inst. 143; Hawk. P. C. Bk. 1, c. 72; *Reg.* v. *Best*, 2 Ld. Raym. 1167). In the same way to slander a man may be actionable, but is not criminal, and yet it seems that to agree to slander a man is a conspiracy. There is not much authority for this proposition, but it is probable that such would be the decision if the point were to come now before the courts. (see *Rex* v. *Rispal*, 1 W. Black. 368). So also to agree to charge a man falsely with being the father of a bastard has been held to be criminal (*Reg.* v. *Best*, 2 Ld. Raym. 1167). When this case was decided the act charged was an ecclesiastical offence. At the present time, however, it would be certainly a defamatory charge, and on this ground the decision might be followed. These seem to be the principal (we cannot safely say the only) classes of cases in which it is clear that an agreement to commit a mere civil wrong is a crime. There appears to be no authority to show whether an agreement to break a contract or to procure the breach of a contract would or could be a conspiracy.

Acts which are neither criminal nor tortious, but the agreement to do which is criminal, form the third class with which we have to deal. These may be divided into two classes those opposed to morality and to the course of trade. Agreements to procure the commission of immoral acts have been held to be conspiracies. Thus fornication is not unlawful, but an agreement to procure a woman to have illicit connection with a man is a conspiracy (*Reg.* v. *Mears*, 2 Den. C. C. 79); so also is an agreement to induce a woman, whether chaste or not, to become a prostitute (*Reg.* v. *Howell*, 4 F. & F. 160; see also on this point *Rex* v. *Lord Grey*, 9 St. Tr. 127, and *Rex* v. *Delaval*, 3 Burr. 1434). Cases falling directly within the authority of these decisions would be clear enough, but the judgments in these cases do not lay down any clear rule as to the extent to which this principle will be carried.

Again, agreements in restraint of trade are not only void, but have formerly sometimes been held to be criminal as conspiracies. It is no offence against either the criminal or the civil law for a workman to refuse to work except at such wages as he chooses; so also a master may fix what rate of wages he is willing to pay. Thus "in the case of journeymen conspiring to raise their wages, each may insist on raising his wages if he can, but if several meet for the same purpose it is illegal, and the parties may be indicted for a conspiracy" (*Rex.* v. *Mawbey*, 6 T. R. per Ashurst, J., at p. 636; see also *Hilton* v. *Eckersly*, 24 L. J. Q. B. 253, per Crompton, J.; also *Hornby* v. *Close*, 15 W. R. 336; *Farrer* v. *Close*, 17 W. R. 1129; and *Reg.* v. *Stainer*, 18 W. R. 439). The law respecting combinations of workmen or employers with regard to the rate of wages has given rise to many statutory provisions, by which the old common law rules have been much modified, and it seems that such agreements would not now be held to be criminal, although they may still be treated as void contracts (see *Reg.* v. *Stainer*, 18 W. R. 439).

There have been also some cases in which agreements to procure the marriage of a pauper of one parish to a pauper of another, in order to charge one of the parishes with the maintenance of both, have been held to be conspiracies. These cases are, however, somewhat peculiar. Want of space prevents our doing more than merely noticing these last two classes of cases. It has been held also that an agreement to hiss an actor in a theatre is criminal, although any person may legally hiss without such an agreement (*Clifford* v. *Brandon*, 2 Camp. 369, and note 372; see also *Gregory* v. *Duke of Brunswick*, 6 Man. & Gr. 953, 3 C. B. 481). In *Clifford* v. *Brandon* this decision is rested on the ground that the agreement was to commit a riot, and on this principle the case would fall within the class of agreements to commit a crime. It is difficult to see on what other ground such a decision could be supported. In *Vertue* v. *Lord Clive* (4 Burr. 2472) it seems to have been held that a combination of officers in the military service of the East India Company to throw up their commissions in order to force the company into certain measures, was a criminal act. The case is of a somewhat unusual character, and does not throw any light on the general law of conspiracy. The result of what we have said is that all agreements (1) to commit a crime, (2) to charge any person falsely with a crime or to slander anyone, (3) to do such acts against morality as we have mentioned, are in themselves crimes. This list, however, does not necessarily include all the agreements that are criminal, but we think it includes all those classes of agreements which formerly have been and which now clearly would be held to be crimes. That we cannot give a better description of the crime of conspiracy is owing to the state of the law, which does not furnish us with the necessary materials.

The *Edinburgh Courant* states that Sir J. D. Coleridge, the Solicitor-General, is to deliver the opening address at the ensuing lecture session of the Edinburgh Philosophical Institution.

JUDICIAL STATISTICS, 1869.

PART I (*continued*).

There is a considerable diminution in the number of persons sent for trial for criminal offences in 1869 as compared with 1868, the numbers having been 20,091 in 1868 and 19,318 in 1869, a decrease of 3·8 per cent. The number for trial for murder in 1869 was 63 against 71 in 1868; for attempts to murder 52 against 39; for shooting at, stabbing, wounding, &c., 148 against 142; for manslaughter 216 against 269; for burglary 704 against 748. No commitments for treason felony took place in 1869, in 1868 there were 15 commitments for this offence. Of the 19,318 persons for trial 8,368 were tried at County Quarter Sessions Courts, 2,515 at the Middlesex County Sessions, 3,617 at Borough Sessions Courts, 3,546 at Circuit Assize Courts, and 1,272 at the Central Criminal Court. As a result of the proceedings against these 19,318 persons 4,945 were either acquitted on trial, or discharged through no bills beingfound against them or through not being prosecuted; in 1868 5,015 were so acquitted or discharged. In the case of 33 a verdict of insanity or of acquittal on the ground of insanity was found, and they were accordingly detained as insane; 18 were sentenced to death, 2,006 to penal servitude, 11,745 to imprisonment, 257 were sent to reformatories, and 314 were fined or discharged on sureties, making a total of 14,340 convictions as against 15,033 in 1868. The number of persons sentenced to death in 1869 was less than in any year since 1857, and it may be presumed (as the returns go back no further than 1857) less than it has ever been within the memory of man. Of the 18 persons so sentenced two were females, in both of whose cases the sentence was commuted to penal servitude for life. Of the 16 males sentenced to death 10 were executed; the sentences of four were commuted to penal servitude for life, that of one was commuted to twelve months' imprisonment with hard labour, and in one case the conviction was quashed by Court of Criminal Appeal.

Attention is called in the returns to the striking diminution in the severity of the sentences in 1869 as compared with 1857. In 1869 the death sentences are 18, or 1 to 796·6 of the total convicted; in 1857 54, or 1 to 283·4. The sentences for life in 1869 are 8, or 1 to 1792·5 of the total convicted; in 1857 35, or 1 to 437·3; in 1869 the sentences for above 15 years are 15, or 1 to 956; in 1857, 41, or 1 to 373; in 1869 the sentences for 15 years and above 10 are 43, or 1 to 333·5; in 1857, 133, or 1 to 115. The penal servitude sentences for 10 years and under in 1869 are 1 to 7·4 of the total number convicted; in 1857, 1 to 6·4. Under the provisions of the Habitual Criminals Act, 1869 (32 & 33 Vict. c. 99), it appears that of 5,638 persons for trial between the 11th August and the 31st December, 1869, 1,117 or 19·8 per cent. on conviction became subject to police supervision, previous convictions having been proved against them. Of these 1,117 the sentences of 6 were detention in reformatories; of 190 to six months' imprisonment; of 344 to between six and twelve months' imprisonment; of 163 to more than twelve months' imprisonment; and of 414 to different terms of penal servitude. In a small proportion only of the cases was any diminution of the full period of police supervision directed by the Court.

During the year 1869 24 cases were submitted for the decision of the Court of Criminal Appeal as against 25 in 1868; in 15 of these the conviction was affirmed and in 7 reversed; one case was reserved to be argued before all the judges, and one was remitted for the purpose of being restated.

The returns given of the sums paid by her Majesty's Treasury on account of criminal prosecutions being as usual a year in arrear, relate to the year ending 31st of December, 1868. These show that the payments on account of criminal prosecutions in 17,231 indictments amounted to £127,299 6s. 8d., or an average of £7 19s. 4d. in each case. The amount so paid in respect of 16,802 indictments in the previous year was £132,764 15s. 9d., being an average of £7 1s. 9d. for each case, so that the average cost of each case was 17s. 7d. more in 1868 than in 1867. The payments from the same source in respect of 19,345 cases under the Criminal Justice Act and the Juvenile Offenders Act amounted to £18,906 17s. 10d., being an average of 19s. 9d. in each case; the amount so paid in respect of 17,529 such proceedings in 1867 was £17,294 14s. 7d., being an average of 19s. 8d. in each case.

Under the heading of prisons it appears that there were during the year 1869 173,115 persons committed, which is 14,635 more than in 1868. The following table shows the different classes committed and the numbers under each class:—

Remanded and discharged	11,485
For trial at assizes and sessions	17,242
Convicted at assizes and sessions (not previously in custody)	1,880
Convicted summarily	123,552
Want of sureties	3,095
Debtors and on civil process	13,248
Military and naval offences	2,613
	173,115

Among the prisoners committed there were 57,258 who had been previously committed, 23,228 of whom had been previously committed once, 10,233 twice, 5,900 thrice, 4,023 four times, 2,670 five times, 3,380 six or seven times, 2,820 eight, nine, or ten times, and 4,954 more than ten times. Again, the fact is recorded that by far the largest number of criminals committed to prison are between the ages of twenty-one and thirty. The proportion which the criminals under sixteen years of age committed to prison bears to the total number of criminals committed is 6·5 per cent. Of the total number of criminals committed, 54,951 could neither read nor write, 96,270 could read, or read and write imperfectly, 4,782 could read and write well, 227 had received a superior education, and the degree of instruction of 1,024 was not ascertained.

In addition to the 173,115 prisoners, including debtors, &c., and naval and military prisoners, committed during the year, there were 19,674 in prison at the commencement of the year, making a total of 192,790, of whom 13,834 were debtors. Out of this number of prisoners 167,177 were discharged on the termination of their sentence, others were removed to Government and other prisons, reformatory schools, and lunatic asylums, 10 escaped, 19 committed suicide, 220 died and 8 were executed. At the end of the year 20,456 remained in prison, of whom 529 were debtors. Those remaining at the end of the year were in number 781 more than at its commencement. The greatest number of prisoners at any one time was 24,895, and the daily average 20,080, being 1,403 more than in 1868. Prisoners committed to hard labour numbered 101,521, exceeding the number of the previous year by 7,971. The number of deaths from natural causes amongst these prisoners was 220, being 15 less than the average in the five previous years, but 20 more than in 1868. There were 76,759 cases of slight indisposition, 6,525 cases of sickness sent to the infirmary, and 165 cases of insanity. Each of these numbers is higher than those of 1868.

Punishments for infraction of prison discipline were as follows:—

Whipping	188
Irons or handcuffs	97
Solitary or dark cells	18,014
Stoppage of diet, &c.	47,668
	65,967

And in thus setting out the number and nature of the punishments it is necessary to state that they were in number 4,770 more than in 1868. This may perhaps be accounted for by the fact that the warders and subordin-

ate officers were in smaller proportion to the number of prisoners than in the previous period.

The cost of prison establishments comprises—buildings and establishment charges, £251,617 18s. 2d.; officers, £224,577 15s. 1d.; and prisoners, £164,122 17s. 3d.; making a total of £650,318 10s. 6d.; or, excluding extraordinary expenses, of £498,809 1s. 2d. In the total amount there is a decrease in 1869 of £51,060 9s. 1d.; but this decrease appears to be wholly due to the lowering of the amount of extraordinary charges; there is an increase on the items of "ordinary annual charges" and "officers" more than sufficient to counterbalance the small sum of £1,537 saved under the head of "prisoners"; so that, while the saving under the head of "extraordinary expenses" amounts to £54,241 17s. 5d., the actual saving under all heads amounts only to £51,060 9s. 1d., and the net increase in the annual expenditure on prisons is £3,181 8s. 4d. The average charge per prisoner was £31 17s. 8d., or, omitting extraordinary charges, £24 16s. 9d.; the first amount being £5 2s. 7d., and the second £1 3s. 11d. less than in 1868.

The average yearly charge per prisoner in each prison depends upon the expenditure of each separate establishment, the staff of officers, and the daily average number of prisoners. The prison in which the average cost of a prisoner was highest was Oakham, where the sum was £139 1s. 3d., and the lowest average was £16 10s. 1d., at Devonport Borough Prison.

The funds from which these costs were defrayed comprised £40,099 19s. 4d., derived from the profits of prisoners' labour; £338,850 9s. 10d., from county rates; and £106,705 17s. 5d. from public revenue, together with other amounts from other sources.

The returns relating to convict prisons show that at the commencement of the year 10,065 prisoners were undergoing sentence; that 60 were removed during the year to Gibraltar, 14 to county gaols, reformatories or lunatic asylums; 1,014, including 877 on ticket-of-leave, were discharged during the year; 113 died; and at the end of the year 8,864 remained in prison. In 1868 the number of prisoners who died was only 95. There were 14,288 punishments inflicted upon convicts in 1869 as against 10,319 in 1868. The total cost of convict prisons was £276,324 7s. 1d., being an average of £32 4s. 3d. per head, or 15s. 6d. less than in 1868. Convict labour for the year is valued at £155,537 6s. 10d.

In the whole of England and Wales there are 50 reformatory schools, to which, during the year 1869, 1,294 offenders were committed, being less by 28 than the number for the preceding year. Including the number in 1869, the total number of commitments to reformatories since the passing of the Act of the 17th & 18th Vict. c. 86, amounts to 15,366. At the commencement of the year these reformatory schools contained 4,203 offenders, and at the end of the year there remained 4,318 under detention. Of those committed during the year, 656, or more than half the number, had been previously convicted; 630 could neither read nor write; 561 could do so, but imperfectly, and 103 could read and write well. Her Majesty's Treasury paid towards reformatory schools £63,969 9s., being £1,659 19s. 7d. more than in 1868, and the amount recovered from parents was £2,900 1s. 3d., or £55 17s. more than in the same period.

The Middlesex Industrial School at Feltham contained, at the commencement of the year, 388 offenders, and during the year 124 were committed, making a total of 512, of whom 88 were discharged by order of the Secretary of State, 93 on completion of their term, 2 absconded, 1 was removed, and 1 died, leaving 327 under detention at the end of the year. The gross cost per head, which is defrayed out of the county rate, was £27 8s. 3d. in 1869 and £29 2s. 1d. in 1868.

In the 55 industrial schools (including Feltham) certified by the Secretary of State were contained 3,296 offenders; 1,545 were committed during the year, 483 were discharged, and 4,218 remained under detention at the end of the year; all the offenders so committed were under fourteen years of age. The cost of the children for the year amounted to £64,977 11s., of which £1,723 17s. 3d. was received from parents; in 1868 the cost was £36,832 11s. 3d., and £1,245 3s. was received from parents.

Criminal lunatics under detention in the different asylums, hospitals, and licensed houses during the year amounted to 747, of whom 644 were at Broadmoor State Asylum, and 186 in county asylums. Under the Act 30 Vict. c. 12, pursuant to which criminal lunatics whose term of punishment has expired are not afterwards to be considered as criminals, but are to be treated as pauper lunatics, 70 lunatics ceased during the year to be considered as criminals, making, with the numbers of the two previous years, 899 to whose cases the provisions of the Act have already applied. The number of criminal lunatics under detention at the commencement of the year was 585, and 162 were committed during the year, making up the before-mentioned number of 748. Of this number 35 died, 8 escaped, 18 became sane and were discharged, 8 were removed sane for trial or punishment, 4 were removed to other asylums, and 70 ceased to be criminal lunatics under the before-mentioned Act, leaving 604 under detention at the end of the year. The total number during 1869 is less than the total number in 1868 by 206, following a decrease of 291 on the numbers for 1867. The average cost per head in the State Asylum at Broadmoor was £64 8s. against £67 4s. 9d. in 1867. For the 35 county asylums in which criminal lunatics were under detention during the year the average cost per head was £24 9s. 2d., against £25 1s. 2d. in 1868.

We do not observe in the returns for the period ending 29th September, 1869, so great and general an increase in the number of criminals as for many previous years, but while it is to be hoped that there is a relative decrease in the amount of crime, it is impossible to be satisfied that such is the case without the confirmatory evidence of more than one year's experience.

LEGISLATION OF THE YEAR.

CAP. XLV.—*An Act for establishing a district registrar of the High Court of Admiralty in England at Liverpool.*

The registry of the Court of Admiralty is the office in which all pleadings in the court are filed, and in which all the ordinary office work of the Court is transacted. The registrar, besides the superintendence of this business, has also the important duty of taking the accounts in causes and in settling questions as to the amount of damages to be paid, &c., after the points of law have been decided by the Court. Until now there has been but the one registry of the Court of Admiralty in England; as for the superior courts, there is but one office for each, where writs are issued and other similar business is transacted.

This statute now establishes in Liverpool "a registry of the High Court of Admiralty," the limits of which are to be fixed by orders in Council (section 2). The Liverpool registrar is to have, "in respect of any matter in his registry," all the powers of the registrar of the Court of Admiralty (section 8). Any suit may, by section 9, be instituted in the Liverpool registry when at the commencement of the suit—(1) the ship or property the subject of the suit is within the district of the registry; or (2) when the owners or majority of owners of the ship or property, or the managing owner of the ship or ship's husband reside within the district; or (3) when the port of registry of the ship is within the district; or (4) by agreement. No exclusive jurisdiction is given to the Liverpool registry, as it is expressly provided that nothing in the Act shall lessen the power of the Registrar of the High Court of Admiralty within the district of the Liverpool registry (section 19). An appeal to the

Court of Admiralty from the orders of the Liverpool registrar is given by section 10.

The statute also contains provisions for the making of general orders, and for costs, and other matters of detail.

CAP. XLVI.—*An Act to amend the law relating to the occupation and ownership of land in Ireland.*

The Landlord and Tenant (Ireland) Act, deals, as its full title indicates, with two wholly distinct subjects. It aims at improving the terms on which tenants occupy land, and at facilitating the acquisition of land by the same class of persons as owners.

The provisions as to occupancy of land may be divided into three classes—first, those affecting land holdings subject to the Ulster tenant right or other customs which "in all essential particulars correspond with the Ulster tenant right custom"; secondly, those which affect holdings not subject to any such custom, or on which the tenant chooses not to rely on the custom; and thirdly, miscellaneous provisions applying equally to both kinds of holdings.

Holdings subject to the Ulster tenant right are dealt with mainly in the first section. It provides that "the usages known as, and in this Act intended to be included under the denomination of, the Ulster tenant right custom, *are hereby declared to be legal*, and shall, in case of any holding in the province of Ulster proved to be subject thereto, *be enforced in manner provided by this Act*." The wording of this section is in several respects improved since the bill was first introduced into Parliament. In particular, the doubt which we pointed out at the time arising from the use of the term "usage" in the singular has been removed. There still remain many difficulties to be solved in determining what is a sufficient usage within the meaning of the section. And in the next section (section 2), which deals with usages out of Ulster, there is, in addition to those, the difficulty of deciding when a usage "*in all essential particulars* corresponds" with the various customs known as Ulster tenant right. These, however, are not, we think, at all insuperable obstacles to the working of the Act. But there is one defect in these sections, lying much deeper than any of these, and one which gives rise, we think, to almost the most serious problems arising out of the Act. These sections say that the Ulster custom and the other kindred usages *are declared or shall be deemed to be legal*, and *shall be enforced in manner provided by the Act*. The sections of the Act (section 16 and the following sections) which provide for the enforcement of tenants right, clearly contemplate, and are only adapted to the case of a money compensation payable by landlord to tenant. But how is this to apply to the Ulster custom. That is not a custom by which any compensation becomes payable, or indeed any transaction at all takes place between landlord and tenant. It is a custom by which the landlord sanctions or connives at a transaction between the incoming and outgoing tenant, and a payment by the latter to the former. The custom creates an inchoate right of property, and has often been described as a copyhold tenure in embryo. What then is the effect of the words we have quoted, and how is the custom to be enforced? Are the courts to invent a new kind of compensation not mentioned in the Act, in the nature of damages against a landlord for breach of the custom? Or will the custom be an answer to an ejectment by the landlord? Or will an action for damages or a suit for specific performance lie at the suit of the tenant? These are questions which will have to be decided.

We next come to tenancies not subject to tenant right, or in which the tenant does not assert such a right. With regard to them, two rights are conferred upon the tenant—a right to compensation for eviction, and a right to compensation for improvement.

Compensation to a tenant "disturbed in his holding by the act of his landlord," "for the loss which the Court shall find to be sustained by him by reason of quitting his holding" (the scale of compensation being limited), is to be given in the case of tenancies created after the passing of the Act, and tenancies from year to year, at a rent not exceeding £100, existing at the passing of the Act (section 3). A tenant evicted will ordinarily fall within this section; but he is not to do so if ejected for non-payment of rent (except in certain cases of tenancies already in existence) or breach of covenant against assignment, sub-letting, bankruptcy, or insolvency (section 9), or for the persistent exercise by the tenant of any right not necessary to the due cultivation of his holding, and from which he is debarred by express or implied agreement, or for unreasonable refusal to allow the landlord to enter (making due compensation) for mining, quarrying, cutting timber or turf, opening roads, &c., viewing the state of the holding, or sporting (section 14). The tenant will forfeit his right to such compensation, generally speaking, by sub-dividing or sub-letting. Arrears of rent or taxes, and sums payable for deterioration, are to be deducted; and holdings on leases for not less than thirty-one years are wholly exempted (section 3). So are occupation lands, holdings occupied by a tenant merely as a servant, lettings in conacre or for agistment, or for any mere temporary purpose, and cottage allotments not exceeding a quarter of an acre (section 15).

The second right conferred upon tenants of holdings not subject to the Ulster or other like usages, is the right to compensation for improvements. The provisions on this subject apply to existing and future tenancies alike (section 4); and they give compensation to a tenant *on quitting his holding* (not, as in the former case, only if disturbed by his landlord) for all improvements on his holding made by him or his predecessors in title, improvements including (section 70) "any work which being executed adds to the letting value of the holding and is suitable to such holding," and "tillages, manures, and other like farming works, the benefit of which is unexhausted." But no compensation is payable for improvements made before the passing of the Act and more than twenty years before the claim, except permanent buildings and waste lands, nor for improvements prohibited in writing by the landlord as being and proved by the Court to be calculated to diminish the general value of the landlord's estate, and made within two years after or during a term subsisting at the passing of the Act; nor for improvements made under a contract entered into for value; nor for improvements made in contravention of a written contract, such improvements not being "required for the suitable occupation of the holding or its due cultivation;" nor for improvements which the landlord has contracted to make, unless he has made default (section 4). Compensation for improvements is not to be given in the case of a holding under a lease made before the Act, which expressly excludes the right; nor in the case of a lease for not less than thirty-one years which does not specially provide for compensation, except for permanent buildings, reclamation of wastes, and unexhausted tillages and manures. A tenant who is quitting voluntarily cannot claim compensation if his landlord has given him permission to dispose of his interest in the improvements to an incoming tenant on reasonable terms (section 4). The same deductions are to be allowed, and the same rules as to sub-dividing and subletting apply as in the case of compensation for eviction; as do also the exemptions of the 13th section already stated.

All improvements are *primâ facie* to be taken to have been made by the tenant or his predecessors in title, except where they have been made before the last purchase of the lands by the landlord or those through whom he claims, or the tenant held under a lease, or they were made twenty years before the Act, or the holding is valued at more than £100, or the Court thinks, from the practice on the holding or the estate of which it forms part, or from the circumstances of the case, that such a presumption ought not to apply. And if the practice has been for the landlord to assist in improvement, the presumption is to be modified accordingly.

With regard to the future, either party may register improvements in the Landed Estates Court.

In the case both of compensation for eviction and of compensation for improvement, the general rule will be that any contract in derogation of the right is void (sections 3 and 4); this provision to be in force, as to eviction, for twenty years from the 1st of January next. The exceptions to the rule are the exceptions already stated in the case of unnecessary improvements made in contravention of a contract, and the exception established by section 12 in the case of a tenant whose holding, or the aggregate of his holdings, in Ireland, are rated at not less than £50 a year.

A tenant not falling within any of the three leading sections, 1, 2, and 3, is to be entitled to compensation in respect of any value he may have given for his holding, with the express or implied assent of his landlord (section 7). And as to way-going crops, compensation in respect to them is, in the case of lands subject to tenant-right custom, to be governed by the custom. In other cases the tenant is, in the absence of express agreement to the contrary, to be entitled to the crops or their value.

The most important general changes in the law of landlord and tenant are those contained in sections 57 and 58, by which every notice to quit must be written or printed, bear a half-crown stamp, and be a six months' notice at least; and that in section 69, by which every letting of land, except for temporary convenience, is to operate as a letting from year to year.

Such are, in very brief outline, the chief alterations in the law of occupancy. The courts by which it is all to be worked are where the parties agree, a court consisting of arbitrators appointed in the usual way, whose decision will be final; and where they do not agree to arbitration the Civil Bill Court without a jury, with an appeal in Dublin to two of the superior judges, elsewhere to the judges of assize, and with a further power to reserve a case for the Court for Land Cases Reserved, a court formed mainly on the model of that for Crown Cases Reserved, but including the equity as well as the common law judges.

As to the procedure, nothing of any practical value can be said now, for the rules of practice to be framed by the last mentioned court have not yet been issued.

The second broad subject dealt with by the Act is the acquisition of land in ownership; and it embodies, as is well known, what is called Mr. Bright's scheme. The general object of the provisions on the subject is to enable landlord and tenant, when the landlord is willing to sell and the tenant to buy, to effect the transaction through the medium of the Landed Estates Court, and in the same way to enable the tenants of an estate which is in the market to purchase it, with in each case the advantage which a purchase in the Landed Estates Court confers, and with this view the Commissioners of Works are empowered to make advances towards the purchase-money. But the Act deals with the matter only in outline; the success of the measure is essentially a question of procedure, and for the procedure we must wait for the rules and forms to be issued by the Privy Council.

CAP. XLIX.—*An Act to explain and amend "The Evidence Further Amendment Act*, 1869."

One effect of the piecemeal fashion in which our statutes are framed is that when an Act comes into operation some flaw is discovered in it which requires an amendment Act to be passed, sometimes in even the same session, and often in the next. An instance of this is found in the Act under notice, which was passed to amend the Evidence Further Amendment Act of last session. The fourth section of that Act provides that if any person called to give evidence *in any court of justice* should object to take an oath, or be objected to as incompetent to take an oath, such person should, if the *presiding judge* is satisfied that the taking of an oath would have no binding effect on his conscience, make the declaration therein provided.

In the supplement to "Powell's Law of Evidence," published immediately after the passing of the Act, it was pointed out (p. 10) that the section applied only to the *viva voce* examination of witnesses in court, and not to the making of affidavits, which would continue to be governed by the 20th section of 17 & 18 Vict. c. 125. This *casus omissus* in the Act of last session is now remedied by the Act under notice, which provides that the words "court of justice" and "presiding judge" in the 4th section of the Act of last session "shall be deemed to include any person or persons having by law authority to administer an oath for the taking of evidence."

CAP. LII.—*An Act to amend the law relating to the extradition of criminals.*

That there was something radically wrong in our law relating to the Extradition of Criminals was evident from the fact that whereas France has fifty-seven Extradition Treaties in force with other countries, and the United States ten treaties, England has had but four. The necessity of dealing with this question was rudely brought home to the Legislature by a notice being given by France in 1865 to rescind the Anglo-French Extradition Treaty unless our municipal law relating to Extradition was placed upon a more satisfactory footing. This led to the passing of 29 & 30 Vict. c. 121, and ultimately to the Act under notice.

The Act, in effect, ratifies by anticipation any treaty which her Majesty may make with a foreign state for the surrender of fugitive criminals, by enacting that her Majesty may by order in council direct the Act to apply in the case of such state, either absolutely or with such "conditions, exceptions, and qualifications" as may be deemed expedient (section 2); but the treaty must provide for the determination thereof by either party thereto upon not longer than one year's notice, and must be in conformity with the provisions of the Act (section 4). The Order in Council is to be laid before Parliament, and published in the *Gazette* (section 2), and is to be *conclusive evidence* that the treaty complies with the requisitions of the Act, and the Act applies to the state mentioned n the order. The surrender of criminals is to be subject io four important restrictions: (1) a criminal is not to be turrendered for a political offence, or if he proves to the satisfaction of the police magistrate, or the court before whom he is brought on *habeas corpus*, or to the Secretary of State, that his surrender is in fact demanded to try him for a political offence; (2) provision must be made that a criminal surrendered shall not be tried for any offence prior to his surrender, except that for which he is surrendered, until he has been restored or had an opportunity to return to this country; (3) a criminal who is on trial, or working out a sentence in this country, shall not be surrendered until he is discharged; and (4) a criminal shall not be surrendered until fifteen days have expired from his being committed to prison to await his surrender.

When it is desired to obtain the surrender of a criminal two methods are open—a "diplomatic representative" of the state requiring the surrender may make an application to a Secretary of State, who, unless of opinion that the offence is one of a political character, orders a police magistrate to issue a warrant for the apprehension of a criminal, which he does upon such evidence as would justify the issuing of the warrant had the offence been committed in England; or a complaint may be made to any magistrate, by any person apparently, and then the magistrate issues his warrant upon such evidence as aforesaid, but in the latter case the criminal must be brought before a police magistrate when arrested, and discharged by him unless within a reasonable time he receives an order signifying that the surrender of the criminal has been required.

Whether, therefore, the warrant is issued by order of a Secretary of State or without such order the criminal is brought before a police magistrate. The police magis-

trate hears the case exactly as if the prisoner was charged with an indictable offence committed in England, except that he is to receive any evidence to show that the crime of which the prisoner is accused is a political offence or not an extradition crime—*i.e.*, a crime specified in the 1st schedule to the Act. If the prisoner is accused of committing an extradition crime, or is said to have been convicted of such a crime, then, if such evidence is produced as would, according to English law, justify the committal for trial of the prisoner, the magistrate commits him to prison. If not he discharges him (section 10). It will be observed that by section 14 "depositions or statements on oath taken in a foreign state, and copies of such original depositions or statements and foreign certificates of, or judicial documents stating the fact of conviction, may, if duly authenticated, be received in evidence in proceedings under this Act."

Sections 14 and 15 remove the great grievance of the French Government, that the English magistrates would not recognise documents which would be recognised by the French magistrates. The latter enacts in substance that foreign warrants with signatures purporting to be official foreign depositions, or copies thereof purporting to be certified by an officer of the state where they were taken, and certificates of foreign convictions purporting to be certified by an officer of the state where the conviction took place, shall be deemed "duly authenticated," if authenticated by the oath of a witness or the seal of a Minister of State.

When a criminal is committed to prison to await his surrender, after fifteen days have expired or after the decision of a court upon a writ of *habeas corpus*, if one is issued, or after such further period as may be allowed by a Secretary of State, the Secretary of State may order the criminal to be surrendered to the person whom he thinks duly authorised to receive him for conveyance within the jurisdiction of the state requiring his surrender, but if the criminal is not surrendered and conveyed out of the United Kingdom within two months from his committal on the decision of a court upon any writ of *habeas corpus* that may be issued, a judge of one of the Superior Courts of Westminster may, upon the application of the criminal and proof of notice to the Secretary of State, order his discharge unless sufficient cause is shown to the contrary.

It will be seen that ample safeguards are provided by the Act to prevent a criminal being surrendered so as to be tried for a political offence.

We have dwelt upon the practically more important portions of the Act at such length that we must hurry over the remainder. Provision is made by section 16 for the case of the crime for which the surrender of the criminal is demanded being committed on board any vessel on the high seas that comes into a British port, and by sections 17 and 18 for fugitive criminals in British possessions. The 24th section extends the 19 & 20 Vict. c. 113, to criminal matters not of a political nature; and the 27th section, after repealing all Acts heretofore in existence with regard to Extradition Treaties, enacts that this Act shall apply to such treaties as are now in existence. The 1st schedule sets out the crimes, construed according to English law, to which Extradition Treaties may henceforth apply. Hitherto our extradition treaties have only applied to murder, forgery, robbery, arson, piracy and fraudulent bankruptcy. Now, as will be seen by reference to the schedule, they are to have a much wider scope.

CAP. LVI.—*An Act to enable the owners of settled estates in England and Ireland to charge such estates, within certain limits, with the expense of building mansions as residences for themselves.*

By an old Act of George III. (10 Geo. 3, c. 51) heirs of entail in Scotland were empowered to charge their estates with sums laid out in building family mansions thereon. The present Act, reciting that such permission has been found salutary, is passed to extend a similar permission to the owners of limited interests in England or Ireland. Of course in order to confer such a power it would not do simply to say that the owners of limited interests in settled estates shall be able to charge the estates with this expenditure: there must be some control, to ensure that the fee simple or fee tail, as the case may be, does get its *quid pro quo*—that the building is a *bonâ fide* improvement. The machinery adopted for this purpose is that of the Improvement of Land Act, 1864 (27 & 28 Vict. c. 114), for facilitating in similar cases the improvement of settled lands by drainage, irrigation and warping, enclosures, embankments, building farmhouses, &c., &c. By that Act, with which the present is incorporated, the "limited owner" who wants to charge the estate is to petition, in England, the Inclosure Commissioners, and in Ireland the Commissioners of Public Works; the application is also to be advertised in local papers, and notice in writing given to—

"Every person entitled to any estate in such land, or any part thereof, in reversion or remainder, up to and inclusive of the person entitled to the first vested estate of inheritance therein, and to every person entitled to any mortgage upon such land, or any part thereof, who, by reasonable inquiry, shall be known to be so interested."

If none of these parties dissent, the Commissioners may proceed to consider the application, and sanction such a charge as they think proper, but if any of the parties served should notify his dissent, the applicant is to proceed through the Court of Chancery, by summons in chambers in England, and in Ireland by summary petition; and the Court, in its discretion, may or may not order the Commissioners to proceed with the case; it may also order the costs of all or any parties to be costs incidental to the application; and the Commissioners may, if they think proper, order the costs incidental to the application to be included in the charge.

This is the machinery which the new Act (section 2) incorporates. The Act then proceeds (section 3) to define what kind of mansion building or enlarging, &c., is to be deemed an "improvement" within the Act. Section 4 limits the amount which may be charged to two years net rental. Sections 5 and 6 prescribe the mode in which the Commissioners are to calculate whether or no the improvement would effect a permanent increase in yearly value greater than the interest of the charge. Section 7 gives the Commissioners a discretion of allowing a charge for improvements "suitable to the estate," even though the permanent increase of yearly value would not be in excess of the interest of the charge. Section 8 relates to fire insurance.

Under the other Drainage and Improvement Acts the new charge takes precedence of all existing incumbrances, on the principle that the value is so much increased by the improvement. But as the present Act authorises improvements rather as appropriate to the estate than as adding to its yearly value, the distinction is very properly carried out, and section 9 provides that the charge created under this Act is not to take precedence of existing incumbrances. That is fair, but that being so, why is it necessary that the existing mortgagees should be served, if their incumbrances are unaffected by the new charge? It may possibly be said that an existing incumbrancer is entitled to be present on the application, to see that nothing is sanctioned which would diminish the chance of letting the estate; as for instance by erecting on it a pile of building out of proportion to its size and character. The more probable solution of the matter is that the Government draftsman forgot that the Act of 1864 provided for service of mortgagees. The other provisions of the Act of 1864 which this Act incorporates are very numerous, but need not be particularised here.

CAP. LVII.—*An Act to grant a duty of excise on licenses to use guns.*

The object of this statute is to tax the carrying or the using of guns, without regard to the purpose for which the gun may be carried or used, and it will be remem-

bered that when this scheme was proposed last session it gave rise to a good deal of discussion. By section 3 there shall be paid "for any licence to be taken out yearly by every person who shall use or carry a gun in the United Kingdom the sum of ten shillings." A penalty of £10 is imposed on any person carrying or using a gun without a licence, except (1) persons in the naval, military, volunteer or police services; (2) persons having a licence to kill game; (3) the servants of such persons carrying their guns for them; (4) occupiers of land for scaring birds, &c.; (5) gunsmiths and their servants; and (6) carriers in the course of their business. By section 12 this statute is not to interfere with any other Act requiring authority to keep arms. There is a definition of "gun" in section 2, and sections 4, 5, and 6 provide for the management, form and register of licences under the statute. When a gun is carried in two or more parts by persons in company, each person is to be deemed to be carrying the gun (section 8). Sections 9 and 10 contain regulations for the production of licences on demand by constables, and by section 11 licences under this statute are to become void if the holders are convicted under 1 & 2 Will. 4, c. 32, s. 30, or 2 & 3 Will. 4, c. 68, which prohibit the trespassing on land in pursuit of game in England and Scotland respectively. The short title of the Act is "The Gun Licence Act, 1870."

CAP. LVIII.—*An Act to further amend the law relating to indictable offences by forgery.*

The ordinary process of English legislation is admirably illustrated by this Act. In 1861 a statute (24 & 25 Vict. c. 98), was passed (one of the criminal law consolidation statutes) "to consolidate and amend the statute law of England and Ireland relating to indictable offences by forgery." This statute does not contain provisions defining generally the crime of forgery, but it goes through a long list of various kinds of documents—such as the Royal seals, transfers of stock, India bonds, bank notes, deeds, wills, bills of exchange, and many other classes of instruments—and declares the forging of the instruments there specified to be criminal, and provides a punishment. This detailed manner of dealing with the subject occupies about forty sections, and is, after all, necessarily incomplete, because no such process of specification can be really exhaustive, and consequently questions frequently arise whether some particular document which has admittedly been forged, in fact comes within any one of these forty sections (see *Reg.* v. *Kay*, 18 W. R. 934). This kind of legislation also necessitates the passing of a new forgery Act every time a new kind of document is created by the Legislature, or comes otherwise into use. The statute we are now noticing is passed to amend the Forgery Act of 1861, in order to render the forgery of the new stock certificates and coupons created by the National Debt Act, 1870, of the last session (33 & 34 Vict. c. 71), a crime of the same kind as the other similar offences already dealt with in the forty sections of the Act of 1861. This amending Act accordingly enacts, in wording similar to that of the former Act, that whoever forges, alters, utters, &c., &c., stock certificates or coupons issued in pursuance of Part V. of the National Debt Act, 1870, or demands any part of the stock by virtue of such forged, altered, &c., instrument, shall be guilty of felony (section 3), and by section 4 the personation of the owner of any such stock is dealt with. Engraving plates, &c., for stock certificates or coupons, or having possession of such plates, &c., is forbidden by section 5, and the forging of certificates of transfer under Part VI. of the National Debt Act, 1870, is forbidden by section 6.

The application of the statute is very peculiar. It is "to have effect as one Act with" 24 & 25 Vict. c. 98 (which does *not* extend to Scotland) "but shall extend to the United Kingdom" (section 2); and by sections 7 & 8 the 2nd and 4th sections of 24 & 25 Vict. c. 98 "and all provisions relative thereto of that Act, and all enactments amending those sections and provisions or any of them, shall extend to Scotland."

The statute is to be cited as "The Forgery Act, 1870" (section 1), and it may be roughly described as an Act passed for the purpose of adding certificates and coupons under the National Debt Act, 1870, to the list of documents already contained in the Forgery Act, 1861. The evils of this kind of legislation are too apparent to require comment.

RECENT DECISIONS.

EQUITY.

SERVICE OF DECREE—FI. FA.

Land Credit Company of Ireland v. *Lord Fermoy*, 18 W. R. 393.

Cons. Order XXIX. regulates "process to enforce decrees and orders," and by rule 1, the old necessity for demand was abolished, and the equity practice assimilated to the common law, by a provision that the person directed to pay should be bound to pay on being served with the decree. Then, rule 6 provides that after one month from entry of decree the person to receive the payment may sue out a *fi. fa.* It was contended for the defendant in this case, that rule 1 must be regarded as overruling rule 6, to the extent of requiring service of decree before *fi. fa.*; but Lord Justice Giffard expressly holds the contrary, therefore, subject, of course, to any special directions in the decree, a *fi. fa.* may issue after a months default, without service of the decree being necessary. As to all matters founded upon the old process of contempt, service of the decree is still required.

TRADE FIXTURES—"EFFECTS."

Pinder v. *Pinder*, V.C.M., 18 W. R. 309.

The short question in this case was whether trade fixtures passed under a gift of stock-in-trade, goodwill, &c., and *effects*, or under a devise and bequest of real and leasehold estate.

As to the word "effects," its general attributes are summed up in Hawkins (Constr. of Wills, p. 54) as follows:—

"Notwithstanding some cases inconsistent with the rule, it appears to be settled by authority that the word "effects" is confined to personal estate, and does not include real estate, unless an intention appear to the contrary (*Doe d. Hick* v. *Dring*, 2 M. & Sel. 448, *Doe d. Haw* v. *Earles*, 15 M. & W. 450)."

The rule of law which allows a tenant to remove "trade fixtures" erected by him during his term was a privilege granted to tenants from a recognition of the requirements of a gradually increasing system of production and commerce. (See, for the history of the matter, Amos & Ferrard on Fixtures, p. 21, *et sqq.*) This being so, the rule applicable for the award to be made between any two claimants may vary essentially, according to the characters in which they claim. In *Fisher* v. *Dixon* (12 Cl. & F. 212) the House of Lords laid down that the principle upon which this relaxation in favour of trade has proceeded is not applicable to questions arising between the real and personal representatives of an owner of the inheritance who had erected things on his own ground although the things erected might correspond physically to the description of "trade fixtures." The owner of the inheritance, observed Lord Cottenham, could do what he liked:—"he might have disposed of the land, he might have disposed of the machinery; he might have separated them again. It was therefore not at all necessary, in order to encourage him to erect those new works which are supposed to be beneficial to the public, that any rule of that kind should be established; because he was master of his own land." And the principle was thus held not to apply as between heir and executor. There were previous decisions in which the contrary was assumed, but *Fisher* v. *Dixon* has been approved in subsequent cases—*e.g.*,

Clunie v. *Wood* (L. R. 4 Ex. 328), where it was held that "the decisions which establish a tenant's right to remove trade fixtures do not apply as between mortgagor and mortgagee any more than between heir-at-law and executor."

In the present case the Vice-Chancellor decided that the fixtures passed under the word "effects," considering, reasonably enough, that the testator was to be regarded as desiring that everything necessary for the carrying on of the business should pass with it. Stoves, blinds, and other "tenant's fixtures" have been held to pass under a bequest of "household furniture" (*Paton* v. *Sheppard*, 10 Sim. 186); but on a different principle, that of giving to the word "household furniture" as general a meaning as possible (see *Kelly* v. *Powlet*, Amb. 605).

COMMON LAW.

LANDLORD AND TENANT—PAYMENT OF RENT IN ADVANCE—ASSIGNMENT OF REVERSION—RIGHTS OF ASSIGNEE.

De Nicols v. *Saunders*, C.P., 18 W. R. 1106.

The decision in this case deserves the attention of all tenants of land, as it shows very clearly their position as regards assignees of the reversion to whom their landlord may assign the premises. An assignee of the reversion becomes entitled to all rent accruing due after the legal estate in the reversion has been vested in him by the assignment. If, however, he allows the former owner to remain in receipt of the rents of the land after the assignment, as is usually done in the case of mortgages, a tenant who has no notice of the assignment may safely pay his rent to the assignor, although in fact the assignor (the landlord) has parted with all legal interest in the premises. Whenever the assignee chooses he may require the tenants to pay the rent falling due after such notice to him, and not to his assignor, the former landlord. In *De Nicols* v. *Saunders* a tenant paid half a year's rent in advance to his landlord, not being bound to do so by any clause in his lease. The landlord had assigned the reversion some time before by way of mortgage, but of this the tenant was ignorant. Afterwards, and before this half-year's rent became due, the mortgagee gave the tenant notice to pay the rent to him. It was clear as a general rule that the mortgagee was entitled to the rent. The mortgagor (the landlord) had no legal title to it whatever. The only question was whether the advance by the tenant of the amount of the half-year's rent was a good payment as against the mortgagee, as of course it would have been against the mortgagor. The Court held that the payment was not a payment of rent, but only a loan, and that therefore the tenant remained liable to pay the rent to the mortgagee. There was no doubt that this must be the decision, although it was, of course, hard upon the tenant. If the advance of rent had been made under any provision in the lease, then it would seem that the payment would have been good against the mortgagee. Without any such provision in the lease the payment was a mere loan for which the mortgagor, of course, remained personally liable, but which did not operate as any payment of rent as against the mortgagee.

CONSIDERATION—CONTRACT—COMPROMISE.

Calisher v. *Bischoffsheim*, Q.B., 18 W. R. 1137.

An attempt was made in this case to establish the proposition that an agreement to forbear to institute legal proceedings against a particular person is without consideration if the person so forbearing is not legally entitled to successfully maintain such proceedings; in other words, that the compromise of a doubtful legal claim is not valid unless the claim can be maintained in law. Such a principle as this would be extremely inconvenient in practice, as it would render it difficult to come to a compromise of any claim, whether before or after the commencement of legal proceedings. There is a good deal of authority to show that the giving up of a claim *bonâ fide* believed to exist is a good consideration to support a contract, and in *Calisher* v. *Bischoffsheim*, these authorities were followed, and it was held, on demurrer, that "in the case of a doubtful claim if the party agrees to a compromise, the forbearance from taking legal proceedings and the surrender of his chance of success constitute a good consideration, and it does not matter whether proceedings have been actually commenced or are merely threatened."

This decision, and the former authorities on which it is based, apply to *bonâ fide* claims only. As to the case of a *malâ fide* claim, Cockburn, C.J., says: "If, indeed, a man knew that he had no real or legal claim, and took a consideration to forego the exercise of a right which he knew he did not possess, then the compromise would fail because it would be founded on fraud." In this case there was no allegation on the pleadings that the alleged claim was not *bonâ fide* believed to exist by the person urging it, and the renunciation of such claim was therefore held to be a good consideration.

BANKRUPTCY.

PROCEEDINGS PENDING WHEN BANKRUPTCY ACT, 1869, CAME INTO OPERATION—POWER TO TRANSFER PROCEEDINGS UNDER BANKRUPTCY ACT, 1861, s. 109.

Ex parte Anderson, Re Anderson, L.JJ., 18 W. R. 1121.

This case, like several others which we have had occasion to notice since the new Bankruptcy Act came into operation, illustrates the principle that in all bankruptcies pending when the Act passed the rights of creditors and others are still the same as if the law had remained unaltered. Section 20 of the Bankruptcy Repeal Act repealed, amongst other statutes, the Bankruptcy Act, 1861. But it contains the express proviso that "this repeal shall not affect the past operation of any such enactment. . . . Nor shall this repeal interfere with the prosecution or affect the course of any legal proceeding pending in bankruptcy, or otherwise under any such enactment before the commencement of this Act; but subject to the provisions of the Bankruptcy Act, 1869, and the Debtors Act, 1869, such proceedings shall be prosecuted as if this Act had not passed." Section 109 of the Bankruptcy Act, 1861, empowered the creditors in any bankruptcy by resolution to transfer the proceedings in the bankruptcy to any county court they might think fit, except a metropolitan court. Section 130 of the Bankruptcy Act, 1869, abolished all country district courts of bankruptcy; and empowered the Lord Chancellor, by order, to transfer pending proceedings in such court so abolished to such county court as he might think fit.

In the particular case now under consideration the bankruptcy was commenced under the Bankruptcy Act, 1861, in a country district court, and was pending when the Acts of 1869 came into operation. The Lord Chancellor made an order transferring these proceedings among others, to the County Court of Newcastle. Subsequently the creditors came to a resolution to transfer the bankruptcy to the County Court of Walsall.

The question which came before Lord Justice James on appeal was, whether the creditors had power so to transfer the bankruptcy, as they would have had if the Acts of 1869 had not passed; or whether the effect of those Acts and of the Lord Chancellor's order transferring the proceedings to the Newcastle County Court was to take away this power. The Lord Justice held that the creditors had the power to transfer. This power, given by section 109 of the Act of 1861, was among those preserved to creditors by the saving words in section 20 of the Bankruptcy Repeal Act, 1869. And the Lord Chancellor's order transferring the proceedings to the Newcastle County Court had only the effect of transferring them subject to the same incidents to which they were subject before, one of those incidents being the creditors' right to remove the bankruptcy to any other court.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, Oct. 14, 1870.

From the Official List of the actual business transacted.]

3 per Cent. Consols, 92¼	Annuities, April, '85
Ditto for Account, Nov. 3, 92⅜	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 91	Ex Bills, £1000, — per Ct. 7 p m
New 3 per Cent., 91	Ditto, £500, Do — 7 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 7 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per Ct. (last half-year) 233 x d
Do. 5 per Cent., Jan. '73	
Annuities, Jan. '80 —	Ditto for Account,

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 206	Ind. Enf. Pr., 5 p C., Jan. '72 100
Ditto for Account	Ditto, 5½ per Cent., May, '79 107½
Ditto 5 per Cent., July, '80 110½	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do, 5 per Cent., Aug. '73 103
Ditto 4 per Cent., Oct. '88 100½	Do. Bonds, 4 per Ct., £1000 20 p m
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, 20 p m
Ditto Enfaced Ppr., 4 per Cent. 91½	

RAILWAY STOCK.

Shrs.	Railways.	Paid.	Closing prices.
Stock	Bristol and Exeter	100	86
Stock	Caledonian	100	76½ x d
Stock	Glasgow and South-Western	100	114
Stock	Great Eastern Ordinary Stock	100	37½
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	121½
Stock	Do., A Stock*	100	134½
Stock	Great Southern and Western of Ireland	100	—
Stock	Great Western—Original	100	71½
Stock	Lancashire and Yorkshire	100	131
Stock	London, Brighton, and South Coast	100	42
Stock	London, Chatham, and Dover	100	13
Stock	London and North-Western	100	129
Stock	London and South-Western	100	90
Stock	Manchester, Sheffield, and Lincoln	100	45
Stock	Metropolitan	100	66
Stock	Midland	100	127
Stock	Do., Birmingham and Derby	100	96
Stock	North British	100	34½
Stock	North London	100	116
Stock	North Staffordshire	100	58½
Stock	South Devon	100	47
Stock	South-Eastern	100	73⅜
Stock	Taff Vale	100	165

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

The funds, after having been perfectly stationary for a week at 92⅜ to ½, fell ¼ to day, but no reason has been assigned for the movement. The attitude of all the markets is rather dull and inactive, parties preferring to await some change in the position of the war affairs, rather than to commit themselves to any transactions in the present state of uncertainty. Prices in general are unaltered from last week.

The late Mr. John Gurdon-Rebow, M.P. for Colchester, who expired on the 12th inst., was an elder brother of Mr. William Gurdon, Judge of the Essex County Courts.

The Right Hon. Sir John Young, Bart., G.C.B., G.C.M.G., Governor-General of Canada, who has just been raised to the peerage by the title of Baron Lisgar, was called to the bar at Lincoln's-inn in 1834.

The death is announced of Mr. Thomas Abbott, the nephew of, and associate to, the late Lord Tenderden, who was Lord Chief Justice of the Court of King's Bench from 1818 to 1832. Mr. Abbott expired at Chelsea on the 4th of October, in his eighty-first year.

LIVERPOOL COUNTY COURT.—Mr. Spencer, who has long acted as clerk of this court, has been promoted to the office of assistant-registrar, in succession to Mr. J. F. Watson, solicitor, who has received the appointment of joint registrar.

SALARY OF THE RECORDER OF BRISTOL.—It is stated that an order has been received from head-quarters to increase the salary of the Recorder of Bristol from £400 to £600 a year. If the advance has been made, it was probably made in contemplation of the Attorney-General taking the post.—*Bristol Times and Mirror.*

THE TOWN CLERKSHIP OF BOOTLE.—Early in September, Mr. Thomas D. Pierce was appointed Town Clerk of Bootle, a suburban township of Liverpool. At the monthly meeting of the Bootle Town Council, held on the 5th of October, Mr. Alderman Heintz moved the following resolution, which was carried:—"That, in consequence of the Town Council having, at their last meeting, appointed a lay clerk, instead of a legal gentleman, as town clerk, and it being actually necessary that a qualified solicitor should be appointed as legal adviser to the borough, the services of Mr. C. S. Goodman, of Liverpool, late law clerk to the Southport Corporation, be accepted, and that he be paid the usual fees."

SOMERSET QUARTER SESSIONS.—Messrs. K. M. King, J. Wood, T. Thring, and T. Rogers, magistrates of Somersetshire, have been elected Deputy-Chairmen of the Court of Quarter Sessions for that county, in accordance with the following resolution, passed at a meeting of the magistrates held on the 3rd October:—"That, in the opinion of this meeting, it would be for the advantage of public business if the Court were to appoint four justices—namely, two for each court, to be designated deputy-chairmen, and to sit with such justices as shall think fit to sit with them, to conduct the business in the Crown Court and Nisi Prius Court on the second and subsequent days of every session, in like manner as such business has been conducted by the county chairman respectively—provided that nothing herein contained shall prejudice the right of the county chairman to preside in either of the above courts, if he shall at any time desire to be present."

BANKRUPTCY OF MR. HENRY CHURCHILL.—A meeting of the creditors of Mr. Henry Churchill, solicitor, of Deddington (the mystery of whose disappearance has not yet been cleared up), was called at the office of the registrar of the Oxford County Court, on the 4th of October. Mr. R. S. Hawkins, solicitor, presided as assessor to the registrar. The total amount of debts admitted was slightly above £6,000. Much discussion took place as to a claim by Mr. S. Field, the former partner and brother-in-law of Mr. Churchill, for £1,235, being the value of an annuity of £150, according to the Government tables, of a male life in the sixty-eighth year. A deed was produced, made in 1860 between Mr. Field and the bankrupt, by which it was arranged that the former should cease to be a partner and to practice as a solicitor—Mr. Churchill engaging to pay £150 a-year to Mr. Field for life. The deed contained a clause, entitling Mr. Churchill to redeem this annuity by payment of its value according to the tables, but no power was reserved to Mr. Field to compel such redemption. The assessor, after referring to the recent statute found that no creditor could vote on an *unascertained demand*, and, holding the claim in question to be such, decided against its entitling Mr. Field to vote in the choice of a trustee. Mr. William Kinch, of London, eldest son of Mr. T. E. Kinch, solicitor, of Deddington, was the trustee elected by the creditors. It was stated that the bankrupt's books disclosed about £3,168 of good debts, and it is thought that a fair balance will be realised from Mr. Churchill's freehold and copyhold property at Deddington and Islip.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

GRAHAM—On Oct. 10, at 21, Ladbroke-grove, Notting-hill, the wife of William Graham, Esq., barrister-at-law, of a son.

MICHELMORE—On Oct. 7, at Newton Abbot, the wife of Henry Michelmore, solicitor, of a son.

MOORE—On Oct. 9, at Talbot-lodge, Tatterdown, Hornsey, N., the wife of Robert Moore, of 36, Mark-lane, City, solicitor, of a son.

STOCK—On Oct. 13, at 100, Lansdown-road, the wife of E. W. Stock, Esq., barrister-at-law, of a son.

MARRIAGES.

GILL—CARRUTHERS—On Oct. 11, at All Saints' Church, Norwood, William Gill, Esq., of the Inner Temple, to Eliza Elizabeth, widow of the late Charles Bladen Carruthers, Esq., Old Spa House, South Norwood-hill.

GREGORY—COLLINS—On Oct. 8, at St. George's, Bloomsbury, Lewis William Gregory, Esq., of Cannon-street, solicitor, to Caroline Esther, eldest daughter of John Collins, Esq., of Heatherland, Parkstone, Dorset.

STRICKLAND—SHACKELFORD—On Oct. 4, at Great Houghton, Northamptonshire, Sefton West Strickland, Esq., of Lincoln's-inn, barrister-at-law, to Maud Gertrude Shuckburgh, youngest daughter of George Shackelford, Esq., of Husbands Bosworth, Leicestershire.

WOOD—CROMBIE—On Oct. 4, at St. Ann's, Wandsworth, Charles Wm. Wood, Esq., of South-fields, Wandsworth, to Frances, youngest daughter of Lewis Crombie, Esq., St. Ann's-hill, Wandsworth.

DEATHS.

TELFAIR—At the Eyrie, near Cheltenham, Charles Robert Telfair, Esq., barrister-at-law, and late district magistrate, Mauritius, aged 48.

LONDON GAZETTES.

Winding up of Joint-Stock Companies.

FRIDAY, Oct. 7, 1870.

LIMITED IN CHANCERY.

Star and Garter Hotel Company (Limited).—Petition for winding up, presented Oct. 4, directed to be heard before Vice-Chancellor Stuart on the next petition-day. Richards, Warwick-street, Regent-street, solicitor for the petitioners.

TUESDAY, Oct. 11, 1870.

LIMITED IN CHANCERY.

Wine Company (Limited).—Petition for winding up, presented July 27, directed to be heard before the Master of the Rolls, on Nov. 5. Jones, Blackfriars-road, solicitor for the petitioner.

Friendly Societies Dissolved.

FRIDAY, Oct. 7, 1870.

Stanton Friendly Society, Stanton, Suffolk. Sept. 28.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Oct. 7, 1870.

Bracegirdle, John, Heaton Mersey, Lancaster, Labourer. Nov 12. Henwood & Marlow. Manch.

Cole, Chas, William's-mews, New Kent-rd, Cab Proprietor. Nov 14. Sparham, St Benet-pl, Gracechurch-st.

Davies, Thos, Newtown, Montgomery, Maltster. Nov 16. Williams & Gittins, Newtown.

Grant, Robert Hy, Hong Kong. Nov 3. Scott & Co. Lincoln's-inn-fields.

Hornsey, Matthew, Stittenham, York, Farmer. Nov 1. Seymour & Blyth, York.

Kay, Thos, Woolfold, Lancaster, Gent. Dec 1. Wood, Manch.

Keeble, Matilda, West Mersea, Essex, Widow. Nov 3. Smith, Colchester.

Shilliro, Grace, York, Spinster. Nov 1. Seymour & Blyth, York.

Smith, Mosley, Tunbridge Wells, Kent, Esq. Dec 1. Freshfields, Bank-bldgs.

Vincent, Geo, Happisburgh, Norfolk, Farmer. Dec 30. Fox, Norwich.

Wainwright, Geo, Earlsheaton, York, Blacksmith. Dec 5. Scholefield & Oldroyd, Dewsbury.

Walker, Thos, Skelton, York, Innkeeper. Nov 1. Seymour & Blyth, York.

Walton, John, Bilton, York, Farmer. Nov 1. Seymour & Blyth, York.

TUESDAY, Oct. 11, 1870.

Apps, John, Tunbridge Wells, Kent, Innkeeper. Dec 1. Cripps, Tunbridge Wells.

Briscoe, John Ivatt, Eaton-pl, Belgrave-sq, Esq. Dec 31. Davidson, Spring-gardens.

Burland, Jas, West Bromwich, Stafford, Victualler. Nov 1. Beale & Co, Birm.

Burland, Sarah, West Bromwich, Stafford. Nov 1. Beale & Co, Birm.

Butterwick, Robert, Newington-green-rd, Greengrocer. Nov 16. Barker & Co, Bedford-row.

Cardell, Richard, Kenwyn, Cornwall, Yeoman. Oct 21. Cardell, Oldham.

Cardinall, Jas, Halstead, Essex, Solicitor. Nov 10. Seppings, Halstead.

Casbourn, Hy, Oxford, Licensed Victualler. Nov 15. Hazel, Oxford.

Cooper, Geo, North Walsham, Norfolk, Innkeeper. Nov 10. Scott, North Walsham.

Crispe, John, St Mark's-cresent, Notting-hill, Gent. Nov 15. Shaen & Roscoe, Bedford-row.

Dixon, Mary, Clifton, York, Widow. Nov 15. Newton & Co, York.

Eley, Thos, Loiterton Linsted, Kent, Farmer. Dec 8. Eley, New Broad-st.

Freeman, Fras, Cambridge, Builder. Nov 1. French, Cambridge.

Gronow, John Nanson, St Peter's Port, Guernsey, Gent. Nov 30. Lewin & Co, Southampton-st, Strand.

Herbert, Thos, Chester, Coach Proprietor. Nov 30. Finchett & Co, Chester.

Hide, Geo Olive Jas, Pall's-pond-rd, Watchmaker. Nov 30. Godwin, Colney-hatch.

Johnson, Wm Hy, Macclesfield, Chester, Innkeeper. Nov 12. Brocklehurst & Co, Macclesfield.

Kohn-Speyer, Isaac Leopold, Frankfort-on-the-Maine, Prussia, Merchant. Nov 1. Samuell, Lpool.

Leach, Fredk John, Middlesbrough, York, Gent. Dec 1. Belk, Middlesbrough.

Mason, Edward, Richmond, York, Currier. Nov 5. Hunton, Richmond.

Megginson, Caroline, Portsmouth, Widow. Nov 5. Hellard & Son, Portsmouth.

Middleton, Thos, Croydon, Surrey, Esq. Nov 12. Batchelor, Essex-st, Strand.

Read, Daniel, Waltham Abbey, Essex, Gent. Nov 1. Jessopp, Waltham Abbey.

Ryder, Wm Dudley, Birm, Gent. Nov 26. Baker, Birm.

Simcock, Matthew, St George's-sq, Regent's-park, Gent. Nov 10. Crosse, Bell-yard, Doctors'-commons.

Stratton, John Chas, Mortlake, Surrey, Civil Engineer. Nov 7. Bailey & Co, Berners-st.

Thorby, Thos, Holland-park, Notting-hill, Gent. Oct 31. Leathes & Maynard, Langham-pl.

West, Thos, Stanmore, Middlesex, Esq. Nov 10. Freshfields, Bank-bldgs.

Wilson, Geo, New-inn, Strand, Solicitor. Nov 8. Busby, Mark-lane.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Oct. 7, 1870.

Knox, Anders, Muscovy-ct, Tower-hill, Comm Merchant. Oct 3. Asst. Reg Oct 6.

Bankrupts.

FRIDAY, Oct. 7, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Carter, Jas, Devonshire-villas, Elm-road, Camden Town, Builder. Pet Oct 4. Hazlitt. Oct 20 at 12.30.

Wild, Chas, Hatton-garden, Dealer in Precious Stones. Pet Oct 6. Hazlitt. Oct 20 at 11.30.

Morris, Benj, Silchester-rd, Notting-hill, Bedstead Manufacturer. Pet Oct 3. Brougham. Oct 20 at 12.

To Surrender in the Country.

Baker, Fredk, & Robt Baker, Lowestoft, Suffolk, Iron Founders. Pet Oct 1. Chamberlin. Gt Yarmouth, Oct 24 at 12.

Brown, John, & Chas Leach, Halifax, York, Joiners. Pet Oct 4. Rankin, Halifax, Oct 21 at 10.

Clark, John Edgar, East Stonehouse, Devon, Licensed Victualler. Pet Oct 5. Shelly. East Stonehouse, Oct 26 at 11.

Cripps, John, Filkins, Oxford, Alehouse Keeper. Pet Oct 4. Dudley. Oxford, Oct 24 at 10.

Edmondson, Joseph, Barnard John Ward Whitehead, and John Barrowcliff Albery, Blackburn, Lancashire, Drapers. Pet Oct 3. Bolton. Blackburn, Oct 19 at 11.

Fetherston, John, Henley-in-Arden, Warwick. Pet Oct 3. Campbell. Warwick, Oct 18 at 3.

Kime, Geo, Gt Grimsby, Lincoln, Grocer. Pet Oct 4. Bate. Gt Grimsby, Oct 20 at 11.

Matthewman, Benj, jun, Sheffield, Stone Dealer. Pet Sept 3. Wake. Sheffield, Oct 20 at 1.

Powney, Hy, Leicester, Elastic Webb Manufacturer. Pet Sept 3. Ingram. Leicester, Oct 19 at 12.

Roberts, Wm Hy, Newton Abbot, Devon, Draper. Pet Oct 5. Daw. Exeter, Oct 18 at 12.

Taylor, Benj, Chadderton, Lancashire, Iron Turner. Pet Oct 1. Tweedale. Oldham, Oct 19 at 11.

Welch, Thos, Lpool, Merchant. Pet Oct 3. Hime. Lpool, Oct 21 at 2.

Wills, Jas, St Helen's, Lancashire, Grocer. Pet Oct 3. Hime. Lpool, Oct 20 at 2.

TUESDAY, Oct. 11, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Lebahn, Chas Falck, Essex-rd, Islington, Publisher, Pet Oct 7. Hazlitt. Oct 24 at 12.

Mauley, Lord de, Chas Fredk Ashley Cooper Ponsonby, Mount-st, Grosvenor-sq. Pet Oct 8. Hazlitt. Oct 24 at 11.30.

Rutherford, John, Cullum-st, Merchant. Pet Oct 6. Hazlitt. Oct 24 at 11.

Washington, Alfd Adams, & Thos Dane, Tower-st-bldgs, Tea Dealers. Pet Oct 7. Brougham. Oct 24 at 1.

Winchelsea, Most Noble the Earl of, Victoria-st, Westminster. Pet Oct 8. Hazlitt. Oct 27 at 11.

To Surrender in the Country.

Butt, Caroline Louisa, Cheltenham, Gloucester, Mistress of a Boarding-house. Pet Oct 6. Gale. Cheltenham, Oct 26 at 11.

Chipchase, Thos, York, Builder. Pet Oct 4. Perkins. York, Oct 24 at 11.

Collyer, Oswen Hy, Petersfield, Hants, Jeweller. Pet Oct 6. Howard. Portsmouth, Oct 29 at 1.

Goundrill, Wm, & Ann Sollitt Goundrill, Manch, Restaurant Proprietors. Pet Oct 6. Kay. Manch, Oct 27 at 10.

Hance, Jas, & John Edwd Cheesebrough, Lpool, Woolbrokers. Pet Oct 5. Hime. Lpool, Oct 24 at 2.

Leadbetter, Chas Saml, Manch, Ironmonger. Pet Oct 6. Kay. Manch, Oct 27 at 9.30.

Oliver, Richd, Tynpompren, Cardigan, Farmer. Pet Oct 5. Jenkins. Aberystwith, Nov 17 at 11.

Oxborough, Hy Gordon, Penrith, Cumberland, Gent. Pet Oct 8. Halton. Carlisle, Oct 26 at 12.30.

Parish, Jas Joseph, Bristol, Glass Cutter. Pet Oct 3. Harley. Bristol, Oct 21 at 12.

Payne, Thos, Davenport, nr Stockport, Cheshire, out of business. Pet Oct 7. Hyde. Stockport, Oct 28 at 12.

Rushton, Hy, Manch, Frizette Manufacturer. Pet Oct 6. Kay. Manch, Oct 27 at 10.30.

Rowe, Geo, Mold-green, nr Huddersfield, Grocer. Pet Oct 6. Jones, jun. Huddersfield, Oct 21 at 11.

Webb, Chas Jas, Portsea, Hants, Retired Paymaster. Pet Oct 6. Howard. Portsmouth, Oct 29 at 1.

Whiteley, Thos, & Wm Whiteley, Greetland, Halifax, York, Cotton Spinners. Pet Oct 8. Rankin. Halifax, Oct 28 at 10.

BANKRUPTCIES ANNULLED.

FRIDAY, Oct. 7, 1870.

Coles, Wm, Harbury, Warwick. Oct 1.

TUESDAY, Oct. 11, 1870.

Knox, Anders, Muscovy-ct, Tower-hill, Comm Merchant. Oct 10.

Rhodes, Jas, Addison-rd, Kensington, Gent. Oct 7.

GRESHAM LIFE ASSURANCE SOCIETY

37, OLD JEWRY, LONDON, E.C.

SOLICITORS are invited to introduce, on behalf of their clients, Proposals for Loans on Freehold or Leasehold Property, Reversions, Life Interests, or other adequate securities.

Proposals may be made in the first instance according to the following form:—

PROPOSAL FOR LOAN ON MORTGAGES.

Date.....

Introduced by (*state name and address of solicitor*)

Amount required £

Time and mode of repayment (i.e., *whether for a term certain, or by annual or other payments*)

Security (*state shortly the particulars of security, and, if land or buildings, state the net annual income*).

State what Life Policy (if any) is proposed to be effected with the Gresham Office in connection with the security.

By order of the Board,

F. ALLAN CURTIS, Actuary and Secretary.